SOLICITATIO		ACT/ORDE Complete Bloc				MS	1. Requisitio		er		Page	1 Of	16
2. Contract No.		3. Award/Ef	fective D		Order Number	•	5. Solicitation	n Numb	er		6. Soli	citation Iss	sue Date
w56HZV-07-P-1 <b>7. For Solicitation</b>	092	A. Name	28				B. Telephone	e Numb	er (No Co	ollect Calls)	8. Off	er Due Dat	e/Local Time
Information Call:		ROBE PO	TOCKI				(586)574-8		. (	,			
9. Issued By	T. COM T CMC		Code	W56HZV	10. This Ac	quisiti	on Is X U	nrestri	cted	OR_	Set A	side:	% For
U.S. ARMY 'AMSTA-AQ-A	HED				Small Bu	usiness	Emergi	ing Sma	ll Busine	ss 8(A	A)	ubzone Sm	all Business
WARREN, MI		ACOM.ARMY.M	итт				ed Veteran-O				CS: 3345		Standard:
HIIP://CON	IRACIING.I	ACOM.ARMI.M	1111		X See Sche	•	FOB Destinati	on Unie	ss Block	ls Marked	12. Disc	ount Tern	18
					see sen	uuic							
					X 13a Thi	- C		10-1-		DDAC (15 C	(ED 700)	13h. Rs	ating DOA4
•1	YSTEM: WPN				X   13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)   13b. Rating DOA4   14. Method Of Solicitation   RFQ   IFB   RFP								ting Don't
15. Deliver To			Code		16. Adminis	stered	By		· · ·			Code	S2303A
SEE SCHEDULE					DCMA GI		RAPIDS ENTER BLDG						
					678 FR								
					GRAND I	RAPID	S, MI 49504	1-5352					
Telephone No.		1 05500			SCD: C	. *****		NONE				- C 1	
17. Contractor/Off			Facilit		- ·		l Be Made By					Code	HQ0337
L-3 COMMUNICATIONS AVIONICS SYSTEMS, INC 5353 52ND ST SE GRAND RAPIDS, MI 49512-9702				DFAS-C	O/NOR	MBUS CENTER TH ENTITLEME	ENT OPE	ERATION					
GRAND RAPI.	DS, MI 495	12-9702			P.O. BO COLUMBI			266					
Telephone No.	(616)285-44	418											
17b. Check If R		s Different An	nd Put Su	ch	18b. Submi	_	ices To Addre	ss Show	n In Bloc	k 18a Unles	s Block B	elow Is Ch	ecked
Address 19.	In Offer		20	0.		See	Addendum 21.	22.		23.			24.
Item No.		Schedu		pplies/Servi	ces		Quantity	Unit		Unit Price	;	mount	
		SE	E SCHED	ULE									
												FMS REQ	UIREMENT
	ar n	7/		1111		`							
25. Accounting And			Attacn A	aditional Sn	eets As Necess	ary)			26. To	tal Award A	Amount (F	or Govt. U	Jse Only)
	ACRN: AA	9711 X8242	PISO1X6D	01000BJP 0	01252GISS201	.13 W5	6HZV			\$310,68	31.00	_	-
27a.Solicitation  X 27b.Contract/l	•	•		· ·						Addenda [	Are _	=	t Attached. t Attached.
X 28. Contractor		•							Contract	. Def			Offer
Copies to Issuing C	-	0				- Set	Dated	varu Or		r Offer On S	Solicitatio	n (Block 5)	
Forth Or Otherwis Terms And Condit			n Any A	dditional Sh	eets Subject To	The	Any Additio	ns Or C	Changes V	Which Are S	Set Forth	Herein, Is	Accepted As
30a. Signature Of C						31a.	United States	Of Ame	erica (Sig	nature Of (	Contractin	g Officer)	
						/SIG	NED/						
30b. Name And Tit	le Of Signer	(Type Or Pri	int)	30c. Date S	igned		Name Of Cor	ntractin	g Officer	(Type Or F	Print)	31c. Date	Signed
constraint and of organi (1990 of 11ml)				JANE ELLIOTT JANE.ELLIOTT@US.ARMY.MIL (586)574-7098				2007	JUN28				

19. Item No.	Schedule Of Supplies/S	ervices		Quantity	Unit		Unit P	rice	24. Amount
22 0 44 1 0 1	21 H D								
32a. Quantity In Colum	n 21 Has Been								
Received In	spected Accepted, And Confor	rms To The Contra	act, Ex	xcept As Noted	:				
32b. Signature Of Author	orized Government Representative	32c. Date		32d. Printed	Name and	l Title	of Author	rized Govern	ment Representative
22- M-11 Add 4	A-41	•		226 T-1	Nb .	C A -	-41! 3	G	1 D
32e. Mailing Address of	<b>Authorized Government Representat</b>	uve							t Representative
				32g. E-Mail o	of Authori	ized Go	overnmei	nt Representa	ntive
33. Ship Number	34. Voucher Number	35. Amount Veri		36. Payment					37. Check Number
Partial Final	+	Correct For		Complet	<sub>e</sub>	Partia	, [	Final	
38. S/R Account No.	39. S/R Voucher Number	40. Paid By		complet	· <u> </u>	a al lià	<u> </u>		1
41a. I Certify This Acco	unt Is Correct And Proper For Paym	ent	42a	Received By (	Print)				
41b. Signature And Titl	e Of Certifying Officer	41c. Date							
				. Received At (					
			42c.	Date Rec'd (Y	Y/MM/D	<b>D</b> )	42d. To	tal Containe	rs
		1							

CO	NITINITIA TIONI CI		erence No. of Document	Page 2 of 16		
CO	ONTINUATION SI		IN W56HZV-07-P-1092	MOD/AMD		
Name of Of	feror or Contractor: 1	L-3 COMMUNICATIONS AVION	ICS SYSTEMS, INC			
SUPPLEMENTAL	LINFORMATION					
	Regulatory Cite		Title		Date	
1	52.201-4000	TACOM-WARREN OMBUDSPERS	SON		JAN/2006	

(TACOM)

Information regarding the TACOM-Warren Ombudsperson is located at the website http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm [End of Clause]

# Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-P-1092

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**Page** 3 **of** 16

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 0000-00-000-0000 FSCM: 25583 PART NR: 805-11900-001 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	13	EA	\$ 14,686.00000	\$ 190,918.00
	NOUN: RECEIVER TRANSMITTER PRON: J547L346EH PRON AMD: 01 ACRN: AA AMS CD: BJP001 CUSTOMER ORDER NO: J54BJP01EHIS FMS CASE IDENTIFIER: IS-B-BJP				
	Packaging and Marking				
	BEST COMMERCIAL EXPORT PACKAGING.				
	ALL ITEMS PROCURED UNDER THIS SUB-CLIN SHALL BE PACKAGED AND PARKED IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE AS DEFINED IN ASTM-D-3951-98 WITH THE 14 DIGIT MILSTRIP AND THE PART NUMBER. BAR CODING NOT REQUIRED.				
	THIS INCLUDES ALL CLINS.				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 BISG4N71154133 DA2BJP L DISG00 3  PROJ CD BRK BLK PT  DIS002  DEL REL CD QUANTITY DEL DATE  001 13 31-OCT-2007				
	FOB POINT: Origin				
	SHIP TO: (DIS002) GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE CO G AND B PACKING COMPANY 8 HOOK ROAD BAYONNE NJ 07002-5082				

# Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-P-1092

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MARK FOR GOVERNMENT OF TORSE				
	MARK FOR: GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE				
	G AND B PACKING COMPANY				
	8 HOOK RD				
	BAYONNE NJ 07002-5082				
	CONTRACT/DELIVERY ORDER NUMBER				
	W56HZV-07-P-1092/0000				
	EARLY SHIPMENT IS ACCEPTABLE AT NO ADDITIONAL COST TO				
	THE GOVERNMENT.				
	PLEASE VERIFY "MARK FOR" ADDRESS WITH DCMA.				
	ITEMS MUST BE INSPECTED BY A U.S. GOVERNMENT QUALITY				
	ASSURANCE REPRESENTATIVE PRIOR TO SHIPMENT. INSPECTION,				
	ACCEPTANCE AND DD250 PROVISIONS ARE INCLUDED IN THIS				
	ORDER.				
	THE BEST SOURCE FOR HELP IN GOVERNMENT CONTRACTS IS				
	YOUR AREA'S				
	SMALL BUSINESS OFFICE AND/OR YOUR AREA DCMA. IF YOU				
	STILL NEED				
	ASSISTANCE CONTACT TACOM BUYER IN BLK 7.				
	PLEASE MAIL ADDITIONAL COPY OF DD250 TO:				
	US ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND				
	ACQUISITION CENTER ATTN: AMSTA-AQ-ADBD#101/SNAP				
	WARREN, MI 48397-5001				
	PLEASE FAX ADDITIONAL COPY OF DD250 TO:				
	FAX MACHINE: (586)574-8047				
	CONTRACTOR MUST CONTACT DCMA PRIOR TO SHIPMENT TO VERIFY				
	SHIP TO ADDRESS.				
	DCMA STANDS FOR DEFENSE CONTRACT MANAGEMENT AGENCY.				
	YOU MAY OBTAIN THE TELEPHONE NUMBER BY CONTACTING				
	INFORMATION				
	FOR THE COGNIZANT ADMINISTRATION OFFICE IN BLOCK 16	F			
	YOUR CONTRACT.				
	YOU SHOULD THEN REQUEST THE PHONE NUMBER FOR THE				
	ADMINISTRATIVE				
	CONTRACTING OFFICER (ACO) ASSIGNED TO YOUR COMPANY.				
	THE ACO WILL				
	ALSO PROVIDE YOU THE NUMBER FOR YOUR TRANSPORTATION OFFICE AND THE				
	GOVERNMENT QUALITY ASSURANCE (QAR) REPRESENTATIVE WHO				
	WILL BE RESPONSIBLE				
	FOR INSPECTING YOUR ORDER.				
	THIS INCLUDES ALL CLINS.				
	2 2 02				

# Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-P-1092

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**Page** 5 **of** 16

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				
0002	NSN: 0000-00-000-0000 FSCM: 25583 PART NR: 78-8060-5900-8 SECURITY CLASS: Unclassified				
0002AA	PRODUCTION QUANTITY	13	EA	\$ 3,549.00000	\$\$
	NOUN: DISPLAY PRON: J547L347EH PRON AMD: 01 ACRN: AA AMS CD: BJP001 CUSTOMER ORDER NO: J54BJP01EHIS FMS CASE IDENTIFIER: IS-B-BJP				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 BISG4N71154134 DA2BJP L DISG00 3  PROJ CD BRK BLK PT  DIS002  DEL REL CD QUANTITY DEL DATE  001 13 31-OCT-2007				
	FOB POINT: Origin				
	SHIP TO: (DIS002) GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE CO G AND B PACKING COMPANY 8 HOOK ROAD BAYONNE NJ 07002-5082				
	MARK FOR: GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE G AND B PACKING COMPANY 8 HOOK RD BAYONNE NJ 07002-5082				
	CONTRACT/DELIVERY ORDER NUMBER W56HZV-07-P-1092/0000				
0003	NSN: 0000-00-0000 FSCM: 25583				

# Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-P-1092

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0003AA	PART NR: 805-10003-001 SECURITY CLASS: Unclassified				
	PRODUCTION QUANTITY	13	EA	\$ 5,138.00000	\$ 66,794.00
	NOUN: ANTENNA PRON: J547L348EH PRON AMD: 01 ACRN: AA AMS CD: BJP001 CUSTOMER ORDER NO: J54BJP01EHIS FMS CASE IDENTIFIER: IS-B-BJP				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	FOB POINT: Origin				
	SHIP TO: (DIS002) GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE CO G AND B PACKING COMPANY 8 HOOK ROAD BAYONNE NJ 07002-5082				
	MARK FOR: GOVERNMENT OF ISRAEL  MINISTRY OF DEFENSE  G AND B PACKING COMPANY  8 HOOK RD  BAYONNE NJ 07002-5082  CONTRACT/DELIVERY ORDER NUMBER  W56HZV-07-P-1092/0000				
	NSN: 0000-00-000-0000 FSCM: 25583 PART NR: 805-10034-001 SECURITY CLASS: Unclassified				
0004AA	PRODUCTION QUANTITY	1	EA	\$ 6,832.00000	\$ 6,832.00

# Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-P-1092

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: TT 391 FLIGHTLINE TESTER PRON: J547L349EH PRON AMD: 01 ACRN: AA AMS CD: BJP001 CUSTOMER ORDER NO: J54BJP01EHIS FMS CASE IDENTIFIER: IS-B-BJP				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 BISG4N71154136 DA2BJP L DISG00 3  PROJ CD BRK BLK PT DIS002  DEL REL CD QUANTITY DEL DATE  001 1 31-OCT-2007				
	FOB POINT: Origin				
	SHIP TO:  (DIS002) GOVERNMENT OF ISRAEL  MINISTRY OF DEFENSE  CO G AND B PACKING COMPANY  8 HOOK ROAD  BAYONNE NJ 07002-5082				
	MARK FOR: GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE G AND B PACKING COMPANY 8 HOOK RD BAYONNE NJ 07002-5082				
	CONTRACT/DELIVERY ORDER NUMBER W56HZV-07-P-1092/0000				

CONTINUATION SHEET  Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-P-1092 MOD/AMD		Page 8 of 16	
CONTINUATION SHEET	PHN/SHN W56HZV-07-P-1092	MOD/AMD	
Name of Offeror or Contractor: L-3 COMMUNI	ICATIONS AVIONICS SYSTEMS, INC		

PACKAGING AND MARKING

2 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS AUG/2005 (TACOM)

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

#### INSPECTION AND ACCEPTANCE

3	52.246-2	INSPECTION OF SUPPLIESFIXED-PRICE	AUG/1996
4	52.246-4040 (TACOM)	INSPECTION AND ACCEPTANCE COUNT AND CONDITION	APR/2000

The Government will inspect the supplies described in Section B of the contract. The inspection will be limited to count and condition only. This limited inspection does not waive any other rights of the Government under this contract.

[End of Clause]

#### DELIVERIES OR PERFORMANCE

5	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
6	52.242-15	STOP-WORK ORDER	AUG/1989
7	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
8	52.247-29	F.O.B. ORIGIN	FEB/2006
9	52.247-59	F.O.B. ORIGINCARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
10	52.225-4000 (TACOM)	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000

At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

	CONTINUE	A TITO	NI CI	(TININE)	Reference No. of Document Being Continued						Page 9 of 16	
	CONTINU	AHO	)N 51	HEEI	PIIN/SIIN	W56HZV-07-P-10	92	MOD	/AMD			
Name	of Offeror or C	Contrac	tor:	L-3 COMMUN	CATIONS AVIONICS	SYSTEMS, INC						
ONTRAC	T ADMINISTRATI	ON DAT	'A									
INE	PRON/ AMS CD/ MIPR		OBLG STAT	ACCOUNTIN	G CLASSIFICATION			JOB ORDER NUMBER	ACCOUNTI STATION	NG	OBLIGATED AMOUNT	
001AA	J547L346EH BJP001 J54BJP01EHIS	AA	2		2ISO1X6D1000BJP 0	01252GISS20113		4C8JWV	W56HZV	\$	190,918.00	
002AA	J547L347EH BJP001 J54BJP01EHIS	AA	2	9711 X824	2IS01X6D1000BJP 0	01252GISS20113		4C8JWV	W56HZV	\$	46,137.00	
003AA	J547L348EH BJP001 J54BJP01EHIS	AA	2	9711 X824	2IS01X6D1000BJP 0	01252GISS20113		4C8JWV	W56HZV	\$	66,794.00	
004AA	J547L349EH BJP001 J54BJP01EHIS	AA	2	9711 X824	2IS01X6D1000BJP 0	01252GISS20113		4C8JWV	W56HZV	\$	6,832.00	
									TOTAL	\$	310,681.00	
SERVICE IAME Army		AL BY A	CRN		G CLASSIFICATION 2ISO1X6D1000BJP 0	01252GISS20113	r	ACCOU STATI W56HZ		\$_	OBLIGATED AMOUNT 310,681.00	
									TOTAL	\$	310,681.00	
ACRN AA	<u>EDI ACCOUNTI</u> 97110X0X8242				000BJP00100000252	G	4C8JWVS201	13 W56E	IZV			
11	52.20	04-4011	-	PAYMENT I	NSTRUCTIONS FOR T	HE DEFENSE FIN	IANCE AND AC	COUNTING	SERVICE		OCT/2005	

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

(TACOM)

(DFAS)

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-P-1092

MOD/AMD

Name of Offeror or Contractor: L-3 COMMUNICATIONS AVIONICS SYSTEMS, INC

SPECIAL CONTRACT REQUIREMENTS

12 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING

SEP/2004

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- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awd.htm

Rock Island: https://aais.ria.army.mil/AAIS/AWDINFO/index.htm

Picatinny: http://procnet.pica.army.mil/dbi/DynCBD/award.cfm

Red River Army Depot: http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm

Anniston Army Depot: http://www.anadprocnet.army.mil/

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/dpap/ebiz/VANs.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: http://contracting.tacom.army.mil/ebidnotice.htm
  - (f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

13 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS SEP/2006 (TACOM)

- (a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.
- (b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:
- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: KUNKELM@tacom.army.mil
  - (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586)574-8047

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy

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PIIN/SIIN W56HZV-07-P-1092

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Name of Offeror or Contractor: L-3 communications avionics systems, inc

and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2126.html

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

#### CONTRACT CLAUSES

14	52.203-5	COVENANT AGAINST CONTINGENT FEES				
15	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR				
		IMPROPER ACTIVITY				
16	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY				
17	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER				
18	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH	SEP/2006			
		CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT				
19	52.211-5	MATERIAL REQUIREMENTS	AUG/2000			
20	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990			
21	52.212-4	CONTRACT TERMS AND CONDITIONSCOMMERCIAL ITEMS	FEB/2007			
22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997			
23	52.223-6	DRUG-FREE WORKPLACE	MAY/2001			
24	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003			
25	52.229-6	TAXESFOREIGN FIXED-PRICE CONTRACTS	JUN/2003			
26	52.232-11	EXTRAS	APR/1984			
27	52.232-17	INTEREST	JUN/1996			
28	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004			
29	52.242-13	BANKRUPTCY	JUL/1995			
30	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996			
31	52.248-1	VALUE ENGINEERING	FEB/2000			
32	52.253-1	COMPUTER GENERATED FORMS	JAN/1991			
33	252.204-7000	DISCLOSURE OF INFORMATION				
34	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT				
35	252.204-7006	BILLING INSTRUCTIONS				
36	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	DEC/2006			
		GOVERNMENT OF A TERRORIST COUNTRY				
37	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005			
38	252.225-7013	DUTY-FREE ENTRY				
39	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES				
40	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997			
41	252.229-7011	REPORTING OF FOREIGN TAXES - U.S. ASSISTANCE PROGRAMS	SEP/2005			
42	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006			
43	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991			
44	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991			
45	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003			
46	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTUES OR	MAR/2007			
		EXECUTIVE ORDERSCOMMERCIAL ITEMS				

<sup>(</sup>a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

<sup>(1) 52.233-3,</sup> Protest After Award (AUG 1996) (31 U.S.C. 3553).

<sup>(2) 52.233-4,</sup> Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

<sup>(</sup>b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial

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items:

(1 10 U.S.C.	1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 2402).
(2	2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
	3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to preference, it shall so indicate in its offer)(15 U.S.C. 657a).
(4	4) [Reserved]
(5	5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
(i	ii) Alternate I (Oct 1995) of 52.219-6.
(i	iii) Alternate II (Mar 2004) of 52.219-6.
(6	5) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
(i	ii) Alternate I (Oct 1995) of 52.219-7.
(i	iii) Alternate II (Mar 2004) of 52.219-7.
_x (	(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
(8	3) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2006)(15 U.S.C. 637 (d)(4)).
(i	ii) Alternate I (Oct 2001) of 52.219-9.
(i	iii) Alternate II (Oct 2001) of 52.219-9.
(9	9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
(1	10) 52.219-16, Liquidated DamagesSubcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
	(11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) Efferor elects to waive the adjustment, it shall so indicate in its offer).
(i	ii) Alternate I (June 2003) of 52.219-23.
	12) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, 2021) and 10 U.S.C. 2323).
	13) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 10 U.S.C. 2323).
(1	14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
x_ (	(15) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
_x (	(16) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
_x (	(17) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
	(18) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).x(19) 52.222-35, Equal Opportunity for Special Disabled Veterans, of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
_x (	(20) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
	(21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep J.S.C. 4212).

\_x\_ (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

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(23) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 5962(c)(3)(A)(ii)).
(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
(24) 52.225-1, Buy American ActSupplies (June 2003)(41 U.S.C. 10a-10d).
(25) (i) 52.225-3, Buy American Act Free Trade Agreements Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 9 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).
(ii) Alternate I (Jan 2004) of 52.225-3.
(iii) Alternate II (Jan 2004) of 52.225-3.
(26) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
_x (27) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
(28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
(29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
(30) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
(31) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
_x_ (32) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
(33) 52.232-34, Payment by Electronic Funds TransferOther Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
(34) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
(35) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
(36) (i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
(ii) Alternate I (Apr 2003) of 52.247-64.
c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
(1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, et seq.).
(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(3) 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (May .989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
(4) 52.222-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351 set seq.).

<sup>(</sup>d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

<sup>(1)</sup> The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

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(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

\_ (ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

\_\_\_ (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

\_ (vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

47 52 252-2 CLAUSES INCORPORATED BY REFERENCE

FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

http://farsite.hill.af.mil/VFFARa.htm

(End of Clause)

48 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMMERCIAL ITEMS

APR/2007

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

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\_ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207). (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components. (1) \_\_\_\_ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416). 252,219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637). (3) \_\_\_ \_\_ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note). \_ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582). \_ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a). (6) \_x\_\_\_ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).  $\_$  252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a). \_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts). (9) 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note). (10) \_x\_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779). (11) \_\_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755). (12)(i) \_\_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note). (ii) \_\_\_ Alternate I (OCT 2006) of 252.225-7036. \_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)). \_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts). (15) \_\_\_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320). (16) \_\_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321). (17) \_x\_\_\_ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227). (18) \_\_\_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375). (19) \_\_\_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410). (20)(i) x\_\_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631). \_\_ Alternate I (MAR 2000) of 252.247-7023. \_\_ Alternate II (MAR 2000) of 252.247-7023. \_ Alternate III (MAY 2002) of 252.247-7023. (21) \_x\_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

<sup>(</sup>c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

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- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

49 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM

APR/2006

- (a) The Pilot Mentor-Protege Program does not apply to small business concerns.
- (b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.
- (c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.
- (d) Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor protege/, http://sellingtoarmy.info/, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."
- (e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

50 52.246-4005 INSPECTION AND ACCEPTANCE POINTS: ORIGIN (TACOM)

FEB/1995

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

Contractor's Plant: L-3 COMMUNICATIONS 5353 52ND ST NE GRAND RAPIDS MI. 49512-9702 \_\_\_\_\_\_\_

(Name and Address)

Subcontractor's Plant: \_\_\_\_\_\_\_

(Name and Address)

[End of Clause]

51 52.246-4040 INSPECTION AND ACCEPTANCE -- COUNT AND CONDITION (TACOM)

APR/2000

The Government will inspect the supplies described Section B of the contract. The inspection will be limited to count and condition only. This limited inspection does not waive any other rights of the Government under this contract.

[End of Clause]